

Ottumwa

Teamsters #238 (Mixed)

7/1/2006 6/30/2008

OTTUMWA / TEAMSTERS #238 (MIXED) 06-09

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF OTTUMWA**

**AND**

**MUNICIPAL EMPLOYEES UNION  
TEAMSTER'S LOCAL #238**

**FOR THE PERIOD  
OF  
JULY 1, 2006 THROUGH JUNE 30, 2009**

## TABLE OF CONTENTS

	Page
Article 1 Purpose of Agreement	1
Article 2 Laws Applicable	1
Article 3 Recognition	1
Article 4 Duration of Agreement	1
Article 5 Negotiations	2
Article 6 Dues, Check-off and Deductions	3
Article 7 Legal Holidays	3
Article 8 Sick Leave	3
Article 9 Incentive Leave	5
Article 10 Leave With Pay	5
Article 11 Leave Without Pay	6
Article 12 Vacation	6
Article 13 Equipment Condition	8
Article 14 Prohibitions	8
Article 15 Disciplinary Procedures	9
Article 16 Grievance Procedures	9
Article 17 Insurance	11
Article 18 Job Classification, Salary Schedules, And Longevity	12
Article 19 Probationary Period	13
Article 20 Hours of Work/Duty	13
Article 21 Overtime	14
Article 22 Seniority, Layoff, Job Abolishment	14
Article 23 Miscellaneous	16
Article 24 Management Rights Clause	16
Article 25 Employees Rights Clause	17
Article 26 Amendment	17
Article 27 Savings Clause	17
SIGNATURES	17
Wage Schedule	18

This agreement made and entered into this first day of July 2006, by and between the CITY OF OTTUMWA, IOWA, a municipal corporation, hereinafter referred to as Employer, or City, and TEAMSTERS LOCAL 238, referred to hereinafter as Union or Local 238 (Municipal).

#### ARTICLE 1

##### PURPOSE OF AGREEMENT.

It is the purpose and intent of this agreement to set forth herein the agreement covering the rates of pay, hours of work and conditions of employment to be observed by the parties hereto.

#### ARTICLE 2

##### LAWS APPLICABLE.

This agreement is made, executed and entered into pursuant to and under authority of the Constitution and the common and statutory laws of the State of Iowa, and any part of this Agreement which conflicts shall be null and void and of no force and effect.

#### ARTICLE 3

##### RECOGNITION.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining with respect to salaries, wages, hours of employment and other conditions of employment for all of its employees in the bargaining units established and certified pursuant to the order of the Public Employment Relations Board of the State of Iowa, Cases No.1763

The designation "members" refers to all clerical employees of the City of Ottumwa, Clerk (full-time and regular part-time), Payroll Clerk, Accounting Clerk, Housing Technician, Environmental Health Specialist, Building Inspector, Parking Meter Attendant (regular part-time), and Gatekeepers (regular part-time).

#### ARTICLE 4

##### DURATION OF AGREEMENT.

This agreement shall be in effect from and after 12:01 A.M. July 1, 2006, until 11:59 p.m. on June 30, 2009 and from year to year thereafter, unless either party hereto gives the other party written notice of its desire to terminate or modify the same on or before September 1st of the preceding year.

## ARTICLE 5

### NEGOTIATIONS.

Section 1. Employer will meet with the union with respect to establishing wages, hours, and working conditions of employment as necessity requires, except that with concern of wages and hours of employment as same affect the budget of Employer, said negotiations concerning same shall be annually and shall commence prior to October 15 and shall be concluded prior to time permitted for submission and certification of said budget to the Auditor of Wapello County, Iowa. Such other conferences and meetings as are required concerning such matters as the interpretation of this Agreement, working conditions and grievances, shall be held pursuant to the terms of this Agreement, and if not so provided, may be held at the call of either party of this Agreement at an agreed upon time and place.

Section 2. The following general procedures shall govern such negotiations and conferences:

(a) Conference and negotiation participation shall be limited to not more than five (5) representatives from the Union. The Employer shall be represented by such members of its Council, as it deems necessary. In addition, each party may utilize a secretary and such expert or professional representatives as said party deems necessary. However, due to the fact that it is desirable by both parties that said meetings be efficient and orderly, private citizens representing either party shall be present only upon agreement of both parties. The City will schedule the times at which meetings will be held. Nothing contained in this section shall be deemed to infer the desire or agreement by the parties to the violation of Chapter 28A of the Code of Iowa, as amended known as the Open Meeting Law and said law shall be adhered to if and where mandated.

(b) Interpretations and agreements reached by such negotiations shall take the form of a written agreement or amendment thereto or personal memoranda approved by the Employer and issued by the Department Head thereof, which, if necessary, shall supplement the personnel rules and procedures of the Employer.

(c) Any employee of the Union or his designated representative has the right to discuss with the Department Head of Employer, the terms of his/her employment or his/her working conditions, but no individual agreement shall be made between said Department Head and said employee which violates the terms of any personnel memoranda issued by the Department Head as a result of the negotiations with Union or that will violate the terms of this Agreement or any amendment thereto.

Section 3. Time spent by designated representatives of the Union in negotiations with Employer shall not be deducted from employee's pay if said negotiations are held during the normal working hours of said designated representatives.

ARTICLE 6

DUES CHECK-OFF AND DEDUCTIONS

The Employer agrees to deduct, twice each month, Union dues from the pay of those employees who individually request in writing that such deductions be made. In addition, if the employee so requests in writing, the initiation fee of the Union, if any, shall be deducted in two (2) monthly payments. The amount to be deducted should be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union. If one wishes to drop from the Union, written notice shall be given thirty (30) days prior to Employer and Union. The Union agrees to indemnify and hold the City harmless against any claims of any type arising out of the operation of this Article.

ARTICLE 7

LEGAL HOLIDAYS.

The following are declared to be legal holidays for members covered by this Agreement, which said legal holidays shall at all times be the same as those given to other employees for the City and said holidays are as follows:

- (a) New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas day, and one day before or after Christmas to be designated by the Mayor.

When a holiday falls on Saturday, the holiday shall be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Regular part-time employees will accrue holiday pay on a prorated basis based upon the number of hours budgeted in each fiscal year.

When regular employees are required to work on a holiday, they will be paid at the rate of time and three-quarters (1.75) for time worked plus holiday pay.

ARTICLE 8

SICK LEAVE.

Section 1. All regular full-time or probationary employees earn sick leave at the rate of 7.39 hours per pay period. Regular part-time employees will accrue sick leave on a prorated basis based upon the number of hours budgeted in each fiscal year. Regular part-time employees use of dependent sick leave will also be on a pro-rated basis. Sick leave may be granted only for absence from duty due to personal illness or legal quarantine. Up to 160 hours of sick leave per year may be granted for serious illness or injury to spouse or minor child. If the illness of the spouse or the minor child is an

FMLA qualifying event, the Human Resource's Manager may approve additional sick leave in excess of the 160 hour cap.

Section 2. If an employee takes more than three (3) days sick leave in any ninety (90) calendar day period, the Employer may require a medical certification before employee may return to work, said certification to be at the employee's expense. Failure to furnish said medical certification may result in the Employer beginning disciplinary procedures at Step 3 in Article 15 of this contract.

Section 3. No sick leave benefits shall be paid to employees for injuries incurred or received while the employee is working on the job of another employer, (moonlighting), except as provided under Section 8 below.

Section 4. Any employee injured while on duty for the City shall be paid full compensation for the first ninety (90) working days. The City shall make up the difference to give the injured employee full pay without deductions from sick leave or vacation pay.

Section 5. Any employee injured on the job must report it at the time and day it happens.

Section 6. The Employer reserves the right to designate the physician, if so desired, to verify the certification of the employee's physician and the extent of his/her injuries.

Section 7. On the first payday after November 30th, each employee shall be paid for 25% of accrued sick leave in excess of 1920 hours up to a maximum of forty-eight (48) hours and the employee's sick leave accrual will be reduced to 1920 hours. The date used will be the pay period ending closest to November 1st of each year for determining payment. Regular part-time employees will be paid 25% of unused sick leave. The maximum number of hours an employee can accumulate (10 years) will be based on the number of hours budgeted.

There will be one exception to the above. Employees who have more than 1,920 hours accumulated sick leave on July 1, 1990 may choose to remain under the sick leave policy in effect prior to July 1, 1990 which provides that employees are paid for one-half (1/2) of accumulated sick leave up to \$5,000 upon retirement.

Employees who are eligible and elect to remain under the sick leave policy in effect prior to July 1, 1990 will continue to accrue sick leave as in the past with no limit on accruals.

Section 8. One (1) sick day annually may be used as a casual day to be taken with the authorization of the Department Head of Employer. No casual time will be permitted if another employee has to be called in and receives compensatory and/or overtime.

Section 9. Employee reporting off sick must do so prior to the start of employee's work shift.

Section 10. It is understood and agreed between the parties hereto that once an employee has exhausted his/her sick leave with pay, he/she will be granted leave without pay from that time until employee is able to return to work or retires. Employee must file certification with the personnel department annually on or before anniversary date of said leave. Seniority shall continue in full force and effect, city and departmental.

#### ARTICLE 9

##### INCENTIVE LEAVE.

Incentive Leave in the amount of one (1) hour per two (2) week pay period shall be awarded for each two (2) week pay period in which the employee is not absent from work. An employee shall give twenty-four (24) hours notice before taking an incentive day. One (1) incentive day may be carried over each year. Only legal holidays, vacation and incentive days will constitute an excusable absence. No incentive leave will be permitted if another employee has to be called in and receives compensatory and/or overtime. Regular part-time employees are not eligible to receive incentive leave.

#### ARTICLE 10

##### LEAVE WITH PAY.

The Department Head may authorize leave with pay, which will not be charged to vacation or sick leave, for the following reasons:

Section 1. For appearance in court, either as a member of the jury, or when required to appear as a witness, unless employee instigates the court proceedings, then said employee shall not be paid. When an employee appears during regular working hours and receives full pay from the City, any pay that the employee might receive except for mileage from the Court, will be turned over to the City Clerk's office.

Section 2. For attendance at an official meeting where the good of the City is involved, but within the budget allowance for this purpose.

Section 3. For active duty in any branch of the Armed Forces of the United States or the State of Iowa, for the period of such active state or federal services during the first thirty (30) days of such leave of absence in conformity with Chapter 29A.28 of the Code of Iowa, as amended.

Section 4. Up to three (3) days leave shall not be deducted from an employee's accumulated sick leave for death in the immediate family. For these purposes, immediate family is defined as including spouse, children, step-children, father, mother, father and mother-in-law, brother, sister, brother and sister-in-law, son and daughter-in-law,



grandparents, spouse's grandparents, grandchildren and step-grandchildren. Regular part-time employees will accrue funeral leave on a prorated basis based upon the number of hours budgeted in each fiscal year. Regular part-time employees will be granted funeral leave on a pro-rated basis.

Section 5. All leave with pay except those related to sickness or injury must be applied for in advance.

Section 6. Any employee on paid leave shall continue to accrue leave benefits only until such time as paid leave is exhausted.

## ARTICLE 11

### LEAVE WITHOUT PAY

Section 1. A regular employee may be granted leave without pay for a period not to exceed one (1) year for good and sufficient reasons.

Section 2. Persons called to serve full time in the Armed Forces of the United States will be considered to be on leave without pay for the duration of such service after the first thirty (30) days of such service in conformity with Chapter 29A.28 of the Code of Iowa, as amended, and will, upon discharge be reinstated to their former position or one similar to it without loss of seniority. Application for such reinstatement must be filed within thirty (30) days after discharge from the armed forces.

Section 3. An employee designated by the Union to represent it at an international, state or district meeting, which requires his/her absence from duty, shall be granted the necessary time off without pay. Under no event shall the number of employees exceed two (2).

Section 4. No person shall be discriminated against because of military service (including National Guard) requirements, but every person required to attend weekend drills shall notify the Employer in advance so employee's days off can be scheduled to fall on days of said drills or said employee shall make arrangements with the military unit to schedule drill on employee's days off.

Section 5. During an unpaid leave of absence, an employee receives no compensation; does not accrue seniority; and does not earn or collect vacation, sick leave or other benefits. Employees on unpaid sick leave shall accrue seniority.

## ARTICLE 12

### VACATION.

Section 1. Each regular employee will earn two (2) weeks vacation at the completion of one (1) year for first four (4) years of service.

Section 2. After the completion of five (5) years of service, employee shall be granted three (3) weeks vacation.

Section 3. After completion of twelve (12) years of service, employees shall be granted four (4) weeks vacation.

Section 4. After completion of twenty (20) years of service, employees shall be granted five (5) weeks vacation.

Section 5. Employees may accumulate accrued vacation leave not to exceed the amount earned in one and one-half (1 1/2) years.

Section 6. A member who leaves the employment of the City and after giving two (2) weeks notice of such termination of employment shall be compensated for all vacation leave accrued to date of separation.

The daily pay for accrued vacation shall be established at the termination date from the following formula: Annual pay (base pay plus longevity) divided by two hundred sixty (260) equals daily pay:

$$\frac{\text{Annual pay (base pay plus longevity)}}{260} = \text{Daily Pay}$$

Section 7. Probationary employees will accrue vacation leave, but not normally be permitted to use vacation leave credits until after the completion of the probationary period.

Section 8. Earning Rate:

<u>No. of Weeks</u>		<u>Hours per pay period</u>
2 weeks	-	3.08 hours per pay period
3 weeks	-	4.62 hours per pay period
4 weeks	-	6.15 hours per pay period
5 weeks	-	7.69 hours per pay period

Regular part-time employees will accrue vacation on a prorated basis based upon the number of hours budgeted in each fiscal year.

Section 9. All accrued vacation leave shall be paid to the family or estate of a deceased employee who has passed away while being in the employ of the Employer, but it is not required that said death have occurred on the job.

Section 10. Whenever an employee is called back from his vacation leave, he/she will be paid time and one-half (1 1/2) plus his/her vacation or paid time and one-half (1 1/2) and given another vacation, said choice the employee's.

Section 11. Vacation shall be granted at the time requested by the employee. If the nature of work or the operation of the Employer makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given the choice of vacation period. Vacation shall be scheduled according to seniority. Choice of vacation by senior employees shall be signed up for prior to April 1 of each year. If not signed up by April 1, the senior employees will not be allowed to displace any employee with less seniority who has already designated his/her choice.

Section 12. One (1) week notice must be given to the Department Head or his/her designee before taking any vacation, unless in an emergency situation.

#### ARTICLE 13

##### EQUIPMENT CONDITION

No person employed by the City shall be forced to use equipment that is in an unsafe condition because of mechanical faults or that does not meet legal safety requirements of such equipment. Employees shall report the unsafe condition of any equipment immediately to their foreman or other appropriate supervisor.

#### ARTICLE 14

##### PROHIBITIONS

Section 1. No person shall willfully or corruptly make any false statement, certificate or report in regard to any interview, certificate or appointment, or in any manner commit or attempt to commit any fraud preventing the impartial execution of the personnel rules.

Section 2. No person seeking appointment to or promotion in the City service shall either directly or indirectly give, render, or pay any money, service, or other valuable thing to any person for or on account of, or in connection with, his/her appointment, proposed appointment, promotion, or proposed promotion.

Section 3. There is no requirement that an employee live in a specific community or county. However, each employee is expected to report to work on time and at all times when his/her office/work station is in operation. While the employee's domicile is not a condition of employment, neither is it a justification for not reporting to work in a timely manner.

Section 4. An employee covered under this Agreement shall not be prohibited from obtaining extra employment, commonly known as "moonlighting", so long as said extra employment does not interfere with, hinder, restrict, or adversely affect the employee's duties with the City of Ottumwa, Iowa.

Section 5. All employees covered by this Agreement may be required to work in other departments covered by this Agreement for a continuous period of up to seven (7) calendar days. They will be compensated at the rate of the position filled, but not less than the rate of their regular pay. The transferred employees will be in reverse order of seniority.

## ARTICLE 15

### DISCIPLINARY PROCEDURES

Section 1. Both parties of this Agreement recognize that discipline is necessary for the efficiency of the operation. Therefore, the parties have agreed upon steps of progressive discipline as follows.

1. Written warning;
2. Second written warning;
3. Suspension with loss of pay;
4. Demotion
5. Discharge

When the city determines the seriousness of the offense or condition warrants it, the City may suspend, demote, or dismiss the employee at any time for just cause. If an employee wishes to appeal his/her suspension, demotion, or dismissal, the employee must appeal to the Civil Service Commission as set forth in Chapter 400 of the Code of Iowa within fifteen (15) days. If the employee elects the complaint procedures of Civil Service, the grievance procedures of the contract shall not apply.

Section 2. Written warnings are automatically protested and any suspension, demotion, or discharge shall be taken up at the third step of the grievance process.

Section 3. Warning letters may only be used for disciplinary matters for a period of eighteen (18) months.

Section 4. The employee will be permitted to see his/her personnel file upon request of at least 48 hours with the HR Manager or designee present. ~~With written permission of the employee, the Union representatives may examine the employee's personnel file with the HR Manager or designee present.~~

## ARTICLE 16

### GRIEVANCE PROCEDURES.

Section 1. A grievance is defined as a timely filed claim by an employee covered by this Agreement, which alleges that there has been a violation of a specific and express provision of this Agreement, by the City.

Section 2. Should an employee claim a grievance, it shall be processed in the following manner:

Informal Step: The employee shall first discuss the problem with the immediate supervisor in an attempt to resolve the problem informally. If the problem is not settled to the employee's satisfaction, the following procedure should be used.

Step One. An employee who claims a grievance shall reduce the grievance to writing by giving and signing a statement of facts, what is the issue, and what section of the contract was violated and what remedy the employee is seeking. The written grievance must be submitted to the immediate supervisor no later than seven (7) working days after the occurrence upon which the grievance is based. The immediate supervisor shall give a written answer to the aggrieved employee within seven (7) days after the grievance is presented to him.

Step Two. If the grievance is not settled in Step One and the grievant wishes to take the grievance forward, the grievant must submit the signed grievance to the Department Head or his designee within five (5) working days after receipt of the immediate supervisor's written answer. The Department Head will give a written answer to the aggrieved employee within seven (7) days after the grievance is presented to him.

Step Three. If the grievance is not settled in Step Two, the grievant may submit the grievance to the City Administrator within seven (7) working days of the receipt of the Department Head's written answer.

If requested by the grievant, the City Administrator will meet with the grievant who may, at his or her option, be accompanied by a Union representative, at a time mutually agreeable to the parties, and if a settlement is not reached, the City Administrator or his designee will provide a written answer to the grievant, with a copy to the Union, within ten (10) days following such meeting.

Step Four. If the grievance is not settled in accordance with the foregoing procedure, the Union and the grievant may submit the grievance to arbitration within ten (10) days after the receipt of his/her answer to Step Three. Said written notice must be signed by both the grievant and the authorized representative of the Union. Within ten (10) days after receipt of the notice, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, either may, within fifteen (15) days after receipt of the notice, request the Public Employment Relations Board to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) days after receipt of the panel, a coin flip shall determine which party shall strike the first name from the list, and thereafter, each shall, in that order, alternately strike a name from the list and the seventh and remaining person shall act as the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision with thirty (30) days after the conclusion of the hearing.

The reasonable expenses, fees, and costs of the arbitrator shall be shared equally by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.

Section 3. All grievances shall be presented, discussed and processed during the grievants non-working time, unless another time is mutually agreed to.

Section 4. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the City's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the City's specified representative to answer a grievance within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step.

Section 5. If any claim or complaint is filed in any form other than under the grievance procedure of this Agreement, then the City shall not be required to process the same or similar claim or set of facts through the grievance procedure.

Section 6. An employee may be represented at any stage of the grievance procedure by a Union representative.

## ARTICLE 17

### INSURANCE:

Section 1. Active Members. The Employer in this contract shall pay 90% of the monthly premium for a Family, Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage, dental coverage to be on the employee only, and 90% of the monthly premium for a single person Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage. The City will provide a three-tier drug card program for employees and their dependents. The three-tier drug card program will consist of a \$10.00/\$20.00/\$30.00 co-pay effective January 1, 2007 and \$10.00/\$25.00/\$40.00 effective January 1, 2008.

The employer shall also provide insurance to the surviving spouse and family of a employee, said coverage to be subject to the same terms and conditions as active members. All coverage shall cease if surviving spouse remarries or is covered by another insurance program. The City will provide insurance coverage for employee's unmarried dependent children over 19 if they are fulltime students at an educational institution (see insurance booklet).

Section 2. All employees will receive life insurance equal to the employee's annual salary (base plus longevity). Any employee who has 1920 hours or more of accrued sick leave on July 1, 1990 will receive an additional \$1,000 of life insurance for each 100 hours of sick leave above 1920 hours.

Section 3. Joint Insurance Committee - There shall be appointed an "Insurance Committee" consisting of two (2) persons appointed by the City who do not belong to any employee bargaining unit and two (2) persons from each of the certified bargaining units of the City. The persons so appointed shall serve at the pleasure of the persons appointing them and shall receive no remuneration other than repayment of actual expenses incurred as a result of serving on the committee. The committee's sole purpose is to provide substitute language to be placed in collective bargaining agreements outlining and explaining and, if necessary, clarifying the type of coverage agreed upon by the City and the various employee bargaining units to be provided for in the collective bargaining agreements between the City and said employee bargaining units. In addition, said committee may, if requested by both the City and a bargaining unit, investigate and advise the City and bargaining units regarding insurance questions posted to said committee by either or both City and bargaining units.

The Union shall be given the opportunity to review any new dental, medical, surgical, hospitalization plan before purchase, but the City reserves the right to select the carrier. Health insurance deductibles to increase to \$250/\$500 and out of pocket to increase to \$1,000/\$2,000 January 1, 2007.

Section 4. The City will pay the premium required in Section 1 for the first three (3) months following an employee being laid off.

## ARTICLE 18

### JOB CLASSIFICATION, SALARY SCHEDULES, AND LONGEVITY

Section 1. Any employee temporarily assigned to another job of higher classification shall receive the pay of said higher classification, which said pay shall not be less than a full day's pay for each day or part of a day such employee is temporarily assigned to said job higher classification.

Section 2. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Exhibit A. The attached wage schedule shall be considered a part of this Agreement.

When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step Three of the grievance procedure.

Section 3. The salaries and wages of employees shall be paid bi-weekly on Thursday at 11:30 a.m. of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday. The salaries and wages of employees shall be computed on the basis of the established hourly rate for the employee's classification.

Section 4. An employee will be given copies of all documents placed in said employee's personnel file.

Section 5. No employee, by the terms of this Agreement, shall receive pay less than that set out in the salary schedule referred to in Section 6.

Section 6. Each employee covered by the terms of this Agreement shall be classified as to job title and paid in accordance with the following job classification and salary schedule attached hereto, marked Exhibit A, and made a part hereof by this reference. Any personnel action necessary to be taken to conform with this Agreement shall be taken. Classifications and job titles shall remain in full force and effect until changes by mutual agreement through negotiations as provided by this Agreement. Persons holding employment in the job classifications and titles as set out on said exhibit shall continue to hold the same until such time as said persons are transferred, promoted, demoted, terminated or have retired pursuant to the terms of this Agreement or the personnel rules of the Employer, whichever is applicable.

Section 7. All employees shall be paid \$25.00 per month longevity pay for each five (5) years of service to be added to their base pay. Effective date shall be their anniversary date.

## ARTICLE 19

### PROBATIONARY PERIOD

Section 1. The probationary period is considered an integral part of the examination process, all new appointments are subject to a probationary period of six (6) months. Seniority will be established back to the original employment date at the completion of the probationary period. Employees promoted or one who takes a job of higher classification will be subject to a ninety (90) day probationary period only to determine the ability to perform the duties within the new classification.

Section 2. Group Health Insurance will be effective for newly appointed probationary employees the first day of the month following their employment date. Probationary employees are entitled to holiday pay for those holidays falling within the probationary period.

Section 3. Part-time employees are those who are scheduled to work less than forty (40) hours per week on a regular basis. Part-time employees accrue no benefits other than those specifically addressed in this Agreement. Part-time employees are not



entitled to Group Health or Life insurance. The Employer also agrees to give part-time employees first chance at full time employment should a vacancy exist and they have the qualifications including Civil Service eligibility, if applicable, and the ability to perform the job before hiring from the outside.

## ARTICLE 20

### HOURS OF WORK/DUTY

Section 1. The regular workweek for employees covered hereunder will be forty (40) hours. The regular workday (shift) will consist of eight (8) hours or ten (10) hours, normally worked consecutively, except for meals and similar authorized interruptions. Up to one (1) hour shall be allowed for lunch period. In any week in which a holiday falls, employees working a four 10 hour day schedule will revert to a five 8 hour day schedule for that week.

Section 2. One (1) twenty (20) minute break will be allowed during each eight (8) or ten (10) hour shift. Said break to be taken at job site or nearest coffee shop. Said break to be taken in mid-morning.

## ARTICLE 21

### OVERTIME.

When full-time employees are directed by supervisors to work extra time in addition to their regular working hours during emergencies, certified as such by the Department Head, they will be paid for such overtime. All overtime must be verified by official department records.

Section 1. The Department Head will pay the employee for the extra time served within the appropriate pay period. The overtime rate shall be computed on the basis of the established hourly rate for the classification, multiplied by one and one-half (1 ½).

Section 2. Regular full-time employees will receive time and one-half (1 ½) for all work in excess of eight (8) hours per day or forty (40) hours per week. For employees whose regular workweek consists of ten (10) hour days, overtime will be paid for hours worked over forty (40) hours in the workweek and over ten (10) hours per day. Regular part-time employees will receive time and one half (1 ½) for all work in excess of forty (40) hours per week. In the event of call-backs, they will receive time and one-half (1 ½) and will be guaranteed two (2) hours work. Whenever an employee is called back, he/she shall be paid time and one-half (1 ½) for his/her complete initial call-back. Overtime pay is not allowable for attendance of conventions, meetings, or business trips. There shall be no pyramiding of overtime. (Same for 10 hour work shifts)

Section 3. Work performed on Saturdays (if other than a part of the regular Workweek of the employee) or Sundays will be paid for at the rate of time and one-half (1 ½).

Section 4. Employees will be allowed to choose compensatory time or overtime pay when they work overtime. Overtime or compensatory time will be paid at time and one-half (1 ½).

## ARTICLE 22

### SENIORITY, LAYOFF, JOB ABOLISHMENT

Section 1. Whenever a reduction in force is necessary, in the judgment of the Employer, such layoffs shall be made in inverse order of seniority in the department affected. The Employer will notify the Union and the affected employee. The names of employees shall be placed on a re-employment list. If an employee is laid off, he/she may request transfer to the same job or any other job on the basis of his/her seniority in those departments organized under Local 147, as long as it does not conflict with state law. If more than one employee should begin work with the City in the same twenty-four (24) hour period, their seniority shall be decided by alphabetical order of their last name; for example, John Adams would be placed on the seniority list ahead of John Alden. If more than one employee bids into the same department on the same day, the employee with the greater seniority will be older in the department. If neither has more City seniority, then alphabetical order shall prevail.

Section 2. In addition to the seniority list required by Section 400.12 of the Code of Iowa, as amended, the City shall post said list on the applicable City Hall bulletin board. This list shall be maintained current on or before July 1 of each year. Any objection to this seniority list as posted shall be reported to the Chair of the Civil Service Commission and the Personnel Officer.

Section 3. Job Posting – Job postings shall be dated and transfers of employees shall be at the convenience of the City, but no later than thirty (30) days after the date of the job posting. Notice of all vacancies or newly created positions shall be posted by the City on employee bulletin boards and the employee shall be given three (3) days time in which to make application to fill the position. . The senior employee making application shall be assigned to fill the position if he/she has the ability, qualifications, and skills to perform the work and is physically fit to do so. The employee has fourteen (14) days to disqualify him/herself and return to their former position. Employees may only exercise the self-disqualification once every two (2) years.

Section 4. State Law – The provisions of this Article shall be subject to the laws of the State of Iowa or the ordinance, resolutions, rules and regulations of Employer, and any conflict therewith shall result in said provisions of this Article being of no force and effect and null and void with said laws of the State of Iowa or the ordinance, resolutions, rules and regulations controlling and being applicable.

Section 5. The seniority and any recall rights of an employee shall terminate if the employee retires, quits for any reason, is discharged, fails to report within forty-eight

(48) hours after notice of recall, is laid off for a period exceeding twenty-four (24) months, fails to report to work at end of leave of absence, or is absent due to personal or work related injury or illness for a period of three (3) years.

Section 6. Whenever there shall be a reduction or diminution of members of the Union, such reduction shall be made only in the manner provided by Section 400.28 of the Code of Iowa, as amended, and in Article 6.

Section 7. The City will not lay off full-time employees and hire part-time employees to perform the work of the laid off employee.

#### ARTICLE 23

##### MISCELLANEOUS.

Section 1. The City will reimburse the employee for actual cost of any license, permit, or endorsement with the exception of regular drivers license and/or the basic CDL license, that the Employer requires of the employee.

Section 2. The City will, at its expense, replace that part of eyeglasses or dentures damaged while the employee was performing on-the-job duties for the city except where said damage is recoverable under Workers Compensation plan or any insurance plan carried by the City. It must be proved to the satisfaction of the city that damage occurred on the job. Damage must be reported to the foreman during the working shift or by 11:00 A.M. on the next regular shift. Employee must exercise necessary caution to prevent the loss or damage and replacement will be limited to one (1) pair per year per employee.

Section 3. If the Employer requires an employee to attend any school, meeting, or training session, the Employer shall pay for the employee's meals, lodging, and transportation cost and without loss in wages by the employee.

Section 4. The Employer will reimburse employees up to a maximum of \$100.00 per year for the purchase of approved safety boots where such are required by conditions of the position.

Section 5. The City is to provide copies of this contract without cost to the Union and all its members.

#### ARTICLE 24

##### MANAGEMENT RIGHTS CLAUSE

It is recognized that, except as expressly stated herein in this Agreement, the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the

City; to determine the methods, means, organizations and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing, methods, equipment or facilities, and nothing shall diminish management's rights as set out in Section 20.7 of the Code of Iowa, as amended, except as hereinabove expressly stated in this agreement.

#### ARTICLE 25

##### EMPLOYEES RIGHTS CLAUSE.

It is recognized that, except as hereinabove expressly stated in this Agreement, employees shall retain whatever employee rights and authority as granted in Section 20.8 of said Code of Iowa, as amended.

#### ARTICLE 26

##### AMENDMENT.

This Agreement may be amended upon mutual agreement of the parties hereto and as permitted by law. Appropriate amendment shall be executed by the parties of this Agreement upon appropriate resolution of the Employer and ratification of the Union.

#### ARTICLE 27

##### SAVINGS CLAUSE.

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

CITY OF OTTUMWA

OTTUMWA MUNICIPAL EMPLOYEES UNION  
TEAMSTER'S LOCAL #238

By: Dale M. Uehling  
Dale M. Uehling, Mayor

By: Dale L. Walters  
Dale Walters, Business Representative

Date: February 21, 2006

Date: 3-17-06

By: Donna Olson  
Donna Olson, Employee Representative

Date: Feb. 24, 2006

ATTEST:

By: Gary Dunham  
Gary Dunham, Secretary-Treasurer

Ann Cullinan  
Ann Cullinan, City Clerk

Date: 3-17-06

**EXHIBIT A**  
**July 1, 2006 – June 30, 2007**  
**Wage Schedule**

	Hire	6 months	12 months	2 years	3 years	4 years
Parking Meter Attendant	\$9.24	\$9.42	\$9.63	\$9.99	\$10.41	\$10.82
Clerk	\$11.91	\$12.38	\$12.91	\$13.41	\$13.68	\$13.95
Accounting Clerk	\$12.21	\$12.73	\$13.22	\$13.76	\$14.04	\$14.32
Payroll Clerk	\$12.21	\$12.73	\$13.22	\$13.76	\$14.04	\$14.32
Housing Technician	\$13.53	\$13.66	\$14.06	\$14.63	\$15.23	\$15.83
Building Inspector	\$17.33	\$17.68	\$18.07	\$18.76	\$19.52	\$20.29
Environmental Health Specialist	\$13.98	\$14.06	\$14.52	\$15.10	\$15.73	\$16.64
Gatekeeper	\$10.67	\$11.00	\$11.37	\$11.65	\$11.92	\$12.22

**July 1, 2007 – June 30, 2008**  
**Wage Schedule**

	Hire	6 months	12 months	2 years	3 years	4 years
Parking Meter Attendant	\$9.54	\$9.73	\$9.94	\$10.32	\$10.75	\$11.17
Clerk	\$12.30	\$12.78	\$13.33	\$13.85	\$14.13	\$14.40
Accounting Clerk	\$12.61	\$13.14	\$13.65	\$14.21	\$14.50	\$14.79
Payroll Clerk	\$12.61	\$13.14	\$13.65	\$14.21	\$14.50	\$14.79
Housing Technician	\$13.97	\$14.10	\$14.52	\$15.11	\$15.73	\$16.34
Building Inspector	\$17.89	\$18.26	\$18.66	\$19.37	\$20.15	\$20.95
Environmental Health Specialist	\$14.43	\$14.52	\$14.99	\$15.59	\$16.24	\$17.18
Gatekeeper	\$11.02	\$11.36	\$11.74	\$12.03	\$12.31	\$12.62

**July 1, 2008 – June 30, 2009  
Wage Schedule**

	Hire	6 months	12 months	2 years	3 years	4 years
Parking Meter Attendant	\$9.84	\$10.04	\$10.25	\$10.65	\$11.09	\$11.52
Clerk	\$12.69	\$13.18	\$13.75	\$14.29	\$14.58	\$14.85
Accounting Clerk	\$13.01	\$13.55	\$14.08	\$14.66	\$14.96	\$15.26
Payroll Clerk	\$13.01	\$13.55	\$14.08	\$14.66	\$14.96	\$15.26
Housing Technician	\$14.41	\$14.54	\$14.98	\$15.59	\$16.23	\$16.86
Building Inspector	\$18.45	\$18.84	\$19.25	\$19.98	\$20.79	\$21.61
Environmental Health Specialist	\$14.89	\$14.98	\$15.46	\$16.08	\$16.75	\$17.72
Gatekeeper	\$11.37	\$11.72	\$12.11	\$12.41	\$12.70	\$13.02

The Employer may pay up to 3% more than the above salaries to employees who become certified in areas not required by their position but which are of benefit to the City.

Wage rates are subject to renegotiation at the request of either party if the CPI increases by less than 2% or more than 6% in any fiscal year.

Raises and payroll and benefit adjustments will be effective at the start of the pay period closest to the actual date, which could be on, before, or after the actual date.